

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2016 - 261**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE A DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF FAIRFIELD AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR ROADWAY IMPROVEMENT PROJECTS**

**WHEREAS**, the City is required to construct two on street accessible parking stalls on Union Avenue between Texas and Delaware Streets as part of a settlement for a recent ADA claim; and

**WHEREAS**, a new Fairfield Suisun Transit bus stop at Pennsylvania Avenue and Utah Street will allow bus routes to be modified to eliminate bus travel on Civic Center Drive to prolong the life of the street while maintaining service to the area; and

**WHEREAS**, the installation of traffic signal preemption equipment at the intersections of State Route 12 at Beck Avenue, Route 12 at Pennsylvania Avenue, West Texas Street at Interstate 80 westbound ramp, West Texas Street at Interstate 80 eastbound off-ramp, and West Texas Street at Beck Avenue will help reduce Fire Department emergency vehicle response times and enhance safety; and

**WHEREAS**, the City has selected Kimley-Horn and Associates, Inc. to provide the design services for the three roadway improvement projects for a not to exceed fee of \$88,365;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for design services with Kimley-Horn and Associates, Inc. for the Union Avenue ADA Parking Improvements, Pennsylvania Avenue and Utah Street Bus Stop and Intersection Improvements, and Emergency Vehicle Preemption Traffic Signal Improvements for an amount not to exceed eighty-eight thousand, three hundred sixty-five dollars and zero cents (\$88,365.00).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed \$8,836.50.

PASSED AND ADOPTED this 15<sup>th</sup> day of November, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Xaver T. Price  
MAYOR

ATTEST:

Karen L. Rees  
CITY CLERK

pw

**AGREEMENT FOR DESIGN SERVICES**  
Union Avenue ADA Parking Improvements  
Pennsylvania Avenue and Utah Street Bus Stop and Intersection Improvements  
Emergency Vehicle Preemption Traffic Signal Improvements

THIS AGREEMENT, made and entered into as of Nov. 23, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT."

**RECITALS**

A. CITY desires to contract for certain consulting work necessary for the construction of Union Avenue ADA Parking Improvements, Pennsylvania Avenue and Utah Street Bus Stop and Intersection Improvements, and Emergency Vehicle Preemption Traffic Signal Improvements, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

**AGREEMENT**

I. **DUTIES OF CONSULTANT**

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows (collectively, "Consultant's Services"):

A. **Project Coordination.** The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Ryan Panganiban) or any other as designated by the City Engineer.

- B. Project Scope. The CONSULTANT shall provide the engineering design services in accordance with the Scope of Work attached hereto as Exhibits "A" through "C" and incorporated herein by this reference.
- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

## II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide soils reports if necessary.
- D. Provide for all necessary environmental clearances.
- E. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- F. Provide construction management services as required.
- G. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- H. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

## III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.

- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a

- person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
  - H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
  - I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amounts in accordance with the fee proposals attached as Exhibits "A" through "C":
  1. For those services described in Section I compensation shall be on a time and material basis with a maximum fee not to exceed EIGHTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS (\$88,365.00).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as

part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "D" No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "D" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed by December 31, 2017.

VI. PROJECT MANAGER

CONSULTANT designates Elbert Chang as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement,

except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- C. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that

the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

E. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

F. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by

CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year,

CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

## XV. MISCELLANEOUS PROVISIONS

### A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

### B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire

and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

ATTN: Ryan Panganiban  
City of Fairfield  
Public Works Department  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield, CA 94533

To CONSULTANT: ATTN: Elbert Chang  
Kimley-Horn and Associates, Inc.  
1300 Clay Street, Suite 325  
Oakland, CA 94612

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
Nov. 23, 2016.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

  
David A. White  
City Manager

By   
(CONSULTANT)

**Exhibit "A"**

**Project Scope for:**

**Union Avenue ADA Parking Improvements**

Exhibit "A"

# Kimley»Horn

October 25, 2016

Mr. Ryan Panganiban, PE  
Senior Civil Engineer  
City of Fairfield  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield, CA 94533

Re: ***Revised Proposal for Union Avenue – ADA Parking Improvements***  
Professional Engineering Services  
Fairfield, California

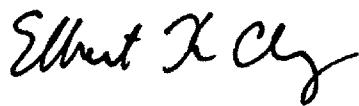
Dear Mr. Panganiban:

Kimley-Horn and Associates, Inc. is pleased to submit this letter proposal to the City of for providing professional engineering services for the design of ADA accessible parking on Union Avenue near the Solano County Hall of in Fairfield, California. This letter proposal was prepared in accordance with our September 15, 2016, conference call and the City provided exhibit (attached for reference). This letter proposal includes our Project Understanding, Scope of Services, Schedule, and Fee.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very best regards,

KIMLEY-HORN AND ASSOCIATES, INC.



Elbert Chang, PE  
PE No. C61548  
Associate



Ryan Dole, PE  
PE No. C75749  
Project Manager

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Union Avenue ADA Accessible Parking Improvements, Page 2*

## PROJECT UNDERSTANDING

The City of Fairfield proposes to implement two ADA accessible on-street parking spaces on Union Avenue, just south of the existing mid-block crosswalk that connects the Solano County Hall of Justice and the Solano County Offices. The proposed parking spaces will be designed to provide accessibility features per Public Rights-of-Way Accessibility Guidelines (PROWAG) R309.2, including an access aisle, signage, pavement markings, and curb ramp. It is assumed that the improvements will be installed wholly within the existing landscape area adjacent to the roadway, and that existing trees and street light poles in the area will be preserved and protected. The new ADA accessible on-street parking spaces are to be located just south of the existing mid-block crosswalk, and they must be within 200 feet of the crosswalk. It is assumed that existing surface drainage patterns will remain and that no additional drainage structures will be required.

## SCOPE OF SERVICES

### ***Task 1: Project Initiation and Administration***

Kimley-Horn will participate in a Kick-Off Meeting with the City of Fairfield to confirm the details of the modifications to be designed as part of this effort. This meeting is assumed to be face-to-face and take place at the City of Fairfield.

This task also includes general project administration, including management of project staff, quality control, and project accounting.

### ***Task 2: Data Collection and Site Visit***

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City. The City shall provide all information requested by Kimley-Horn during the project including, but not limited to, the following:

- As-built information for Union Avenue, including crosswalk, roadway, landscaping, irrigation, and sidewalk
- Utility information of City owned facilities

Kimley-Horn will submit utility request letters to utility companies with potential facilities in the project vicinity. These utilities will typically consist of PG&E, television, cable, television, and municipal utilities such as water, storm drain, and sanitary sewer. It is assumed that the City will provide a list of contact information for utility company representatives within the project area.

Kimley-Horn will perform a field review as a part of this task. One objective of the field review task will be to check/verify as-built information provided by the City and the utilities against what is identified in the field. We will also document (through photographs and field notes) pertinent existing conditions information such as signing and striping, curb ramps, parking, visible utilities, adjacent land uses/access, lane configurations, and other readily apparent features that are deemed (by Kimley-Horn) to be relevant to the Scope of Services.

## Exhibit "A"



*City of Fairfield, October 25, 2016*

*Union Avenue ADA Accessible Parking Improvements, Page 3*

A topographic survey will be conducted as a part of this task. The survey will capture elevations and offsets for the surface features for the roadway, sidewalk, landscaping, utilities, and traffic signals. Survey control will tie into City of Fairfield listed survey monuments and Horizontal and Vertical system. The survey will not include right-of-way and easement information based on County records.

### ***Task 3: 60% Design – Plans, Specifications, and Estimate***

Based on the data collected, Kimley-Horn will prepare a project base in AutoCAD. The base map will include the existing utility information provided by the City and utility companies, and the intersection topographic survey. Kimley-Horn will then prepare 60% Design Level Plans, Specifications, and Estimate of proposed civil improvement. The improvement plans will depict the proposed curb and gutter, parking, curb ramp improvements, signing, and striping modifications. The plan set assumes the following sheets:

- Title Sheet with vicinity map (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Demolition Plan (1 sheet)
- Construction Plan, including grading and utilities (1 sheet)
- Details (1 sheet)

Kimley-Horn will prepare a 60% design level estimate of probable costs along with proposed bid items. The estimate will be based on other similar project construction costs and bid results.

It is assumed that the City will provide an editable version of the City's latest Specific Provisions (Green Section) document for the development of this project's technical specifications. Kimley-Horn will revise the Specific Provisions to include project requirements.

### **Task 3 Deliverables**

All deliverables will be submitted to the City electronically.

- 60% Plans (11x17) in .pdf format
- 60% Engineer's Estimate of Probable Construction Costs in Microsoft Excel format
- 60% Specific Provisions in Microsoft Word format

### ***Task 4: 90% Design – Plans, Specifications, and Estimate***

Kimley-Horn will review City comments on the 60% Design documents and participate in up to one (1) conference call to the comments. A comment resolution matrix will be prepared summarizing comments received on the 60% PS&E documents, along with the resolution for each comment. This matrix will be submitted with the returned 90% PS&E documents original red-lined mark-ups of the 60% PS&E documents.

Based on the comments and discussion, Kimley-Horn will advance the design to 90% Level.

## Exhibit "A"

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Union Avenue ADA Accessible Parking Improvements, Page 4*

### Task 4 Deliverables

All deliverables will be submitted to the City electronically.

- 90% Plans (11x17) in .pdf format
- 90% Engineer's Estimate of Probable Construction Costs in Microsoft Excel format
- 90% Specific Provisions in Microsoft Word format
- 60% Comment Response Matrix

### ***Task 5: 100% (Final) Design – Plans, Specifications, and Estimate***

Kimley-Horn will review City comments on the 90% Design documents and discuss them with the City during a conference call. Based on the comments and discussion, Kimley-Horn will prepare the 100% FINAL PS&E package.

Kimley-Horn will submit a 100% checkprint of the PS&E Package to the City for a 5 working day review prior to preparing final plans. Checkprint comments are expected to be minor and editorial in nature.

Final bid plans and technical specifications will be signed and sealed by a State of California registered civil engineer.

### Task 5 Deliverables

- 100% Checkprint PS&E electronic format
- Final Bid Plans on bond (24x36) and in .pdf format
- Final Bid Plans in .pdf format (24x36) and AutoCad files
- Final Technical Specifications (1-hard copy, and Microsoft Word format)
- Final Engineer's Estimate of Probable Construction Costs (1-hard copy, and Microsoft Excel format)

### ***Task 6: Bid Phase Assistance***

As part of Bid Phase Assistance services, Kimley-Horn will provide the following services to the City (up to 11 hours):

- Attendance of pre-bid meeting
- Responding to City and Contractor RFIs as necessary to clarify interpretation of construction documents, including the development of bid addenda documentation
- Review bid results and provide analysis of responsible bid (Optional Task)

### Task 6 Deliverables

- Bid Addenda
- Contract Document Revisions
- Bid Result Summary (Optional Task)

## Exhibit "A"



*City of Fairfield, October 25, 2016  
Union Avenue ADA Accessible Parking Improvements, Page 5*

### ***Task 7: Construction Phase Assistance***

As part of Construction Phase Assistance services, Kimley-Horn will provide the following services to the City (up to 24 hours):

- Participate in pre-construction and field meetings as requested by the City of Fairfield;
- Review Contractor submittals;
- Review of change order requests and request for substitutions;
- Responding to City and Contractor RFIs as necessary to clarify interpretation of construction documents;
- Development of record drawings based on red line plans provided by the City.

### **Task 7 Deliverables**

- Comments on Contractor Submittals
- Responses to Contractor RFIs
- Change Order Documentation
- Record Drawings (24"x36" Mylar hard copy, and 1-CD with drawings in .pdf and Autocad .dwg)

### ***Additional Services – Not Included in Scope of Work***

Kimley-Horn, if authorized by the City of Fairfield, perform additional services that may be required. Additional services may include, but will not be limited to, the following:

- Attendance of additional in-person meetings or conference calls
- Additional design submittals
- Additional survey
- Design support during construction

Services other than those set forth in the Scope of Services shall constitute additional services.

Additional services shall be performed only with your authorization, and be billed on a time and materials basis as per the current Kimley-Horn rate schedule.

## Exhibit "A"

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Union Avenue ADA Accessible Parking Improvements, Page 6*

### Schedule

We will provide our services as noted in the above Scope of Services as expeditiously as practicable. We anticipate the following schedule of submittal:

- Field Work and Topographic Survey – 4 weeks after Notice to Proceed
- 60% Design – 2 weeks after receipt of topographic survey base map
- City Review – 2 weeks
- 90% Design – 3 weeks after receipt of City comments
- City Review – 2 weeks
- 100% Design (Checkprint) – 1 week after receipt of City comments
- City Review – 1 week
- Final PS&E Package – 3 working days after receipt of City comments

### Fee and Billing

Kimley-Horn will perform the Scope of Services on a **time and materials basis with a base contract ceiling of \$24,100, and optional tasks of \$870.**

An estimate of hours and cost for each task is attached to this proposal. The fee includes labor cost, indirect and direct expenses, and sub-consultants incurred in performing these services. Sub-consultant costs will be subject to a 10% markup. The information is provided as an estimate only, and Kimley-Horn reserves the right to adjust budgets between tasks while maintaining the total fee.

All labor fee will be billed according to our then current rates. An amount will be added to each invoice to cover certain indirect expenses such as in-house duplicating, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

## Exhibit "A"

Attachment A

City of Fairfield  
Union Avenue - ADA Parking Improvements  
(Revised) Fee Estimate - 10/25/16

<b>Optional Tasks</b>	\$870
<b>BASE + OPTIONAL TASKS</b>	\$24,970

**Exhibit "B"**

**Project Scope for:**

**Pennsylvania Avenue and Utah Street Bus Stop and Intersection Improvements**

Exhibit "B"

# Kimley»Horn

October 25, 2016

Mr. Ryan Panganiban, PE  
Senior Civil Engineer  
City of Fairfield  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield, CA 94533

Re: ***Revised Proposal for Pennsylvania Avenue at Utah Street – Bus Stop and Intersection Improvements***  
Professional Engineering Services  
Fairfield, California

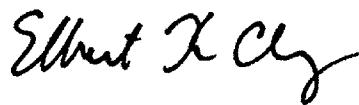
Dear Mr. Panganiban:

Kimley-Horn and Associates, Inc. is pleased to submit this letter proposal to the City of for providing professional engineering services for the design of bus stop and intersection modifications at the intersection of Pennsylvania Avenue and Utah Street in Fairfield, California. This letter proposal was prepared in accordance with our September 15, 2016, conference call and the City provided exhibit (attached for reference). This letter proposal includes our Project Understanding, Scope of Services, Schedule, and Fee.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very best regards,

KIMLEY-HORN AND ASSOCIATES, INC.



Elbert Chang, PE  
PE No. C61548  
Associate



Ryan Dole, PE  
PE No. C75749  
Project Manager

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 2*

## PROJECT UNDERSTANDING

The City of Fairfield proposes to implement a new far side bus stop at the southwest corner of the intersection of Pennsylvania Avenue and Utah Street. The bus stop improvements will include a concrete bus pad, ADA compliant landing area, replacement of an adjacent fence, retaining wall, and sidewalk.

Accompanying the bus stop improvements, the project will also upgrade all four curb ramps at the intersection to ADA accessible ramps meeting current Caltrans standards. It is assumed that drainage patterns along the gutter flow lines are to remain and that no additional drainage structures will be required.

Traffic signal modifications are anticipated at the southwest corner of the intersection to provide replace a traffic signal pole, and install a push button within the recommended push button placement zone per the CA MUTCD. A push button assembly and post are also proposed at the southeast corner of the intersection.

Due to concerns that the existing sidewalk and curb ramp at the southwest corner of the intersection is within the property line of the adjacent private residence, this project will conduct a right-of-way records search and topographic survey to locate the right-of-way line and determine if an easement is required for the proposed work.

## SCOPE OF SERVICES

### ***Task 1: Project Initiation and Administration***

Kimley-Horn will participate in a Kick-Off Meeting with the City of Fairfield to confirm the details of the modifications to be designed as part of this effort. This meeting is assumed to be face-to-face and take place at the City of Fairfield.

This task also includes general project administration, including management of project staff, quality control, and project accounting.

### ***Task 2: Data Collection and Site Visit***

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City. The City shall provide all information requested by Kimley-Horn during the project including, but not limited to, the following:

- As-built intersection and traffic signal plans for the Pennsylvania Avenue and Utah Street intersection
- Utility information of City owned facilities

Kimley-Horn will submit utility request letters to utility companies with potential facilities in the project vicinity. These utilities will typically consist of PG&E, television, cable, television, and municipal utilities

## Exhibit "B"



*City of Fairfield, October 25, 2016*

*Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 3*

such as water, storm drain, and sanitary sewer. It is assumed that the City will provide a list of contact information for utility company representatives within the project area.

Kimley-Horn will perform a field review as a part of this task. One objective of the field review task will be to check/verify as-built information provided by the City and the utilities against what is identified in the field. We will also document (through photographs and field notes) pertinent existing conditions information such as signing and striping, curb ramps, parking, visible utilities, adjacent land uses/access, lane configurations, and other readily apparent features that are deemed (by Kimley-Horn) to be relevant to the Scope of Services.

A topographic survey will be conducted as a part of this task. The survey limits will include all four corners of the intersection, and the proposed bus stop at the southwest corner of the intersection. The survey will capture elevations and offsets for the surface features for the roadway, sidewalk, landscaping, utilities, and traffic signals. Survey control will tie into City of Fairfield listed survey monuments and Horizontal and Vertical system, and will provide right-of-way and easement information based on County records. The survey will not include the roadway, except for the conform areas directly in front of the project improvements. This task assumes the development of easement documentation for the City's use in right-of-way resolution activities (i.e. for temporary construction easement).

As an optional task, Kimley-Horn will provide a Plat and Legal for the City's use in right-of-way acquisition.

### ***Task 3: 60% Design – Plans, Specifications, and Estimate***

Based on the data collected, Kimley-Horn will prepare a project base in AutoCAD. The base map will include the existing utility information provided by the City and utility companies, and the intersection topographic survey. Kimley-Horn will then prepare 60% Design Level Plans, Specifications, and Estimate of proposed civil, and traffic signal improvement. The improvement plans will depict the proposed bus stop and curb ramp improvements, traffic signal, signing, and striping modifications. The plan set is assumed to include the following sheets:

- Title Sheet with vicinity map (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Demolition Plan (1 sheet)
- Construction Plan (2 sheets)
- Traffic Signal Modification Plan (1 sheet)
- Details (2 sheets)

It is assumed that traffic signal modifications will only be required at the southwest corner of the intersection. A full traffic signal modification plan, including a full traffic signal inventory of the entire intersection is not included in this scope of work. The traffic signal modification plan will include equipment and conductor schedules detailing only the equipment to be impacted or modified by the proposed work.

## Exhibit "B"



*City of Fairfield, October 25, 2016*

*Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 4*

Kimley-Horn will prepare a 60% design level estimate of probable costs along with proposed bid items. The estimate will be based on other similar project construction costs and bid results.

It is assumed that the City will provide an editable version of the City's latest Specific Provisions (Green Section) document for the development of this project's technical specifications. Kimley-Horn will revise the Specific Provisions to include project requirements.

### Task 3 Deliverables

All deliverables will be submitted to the City electronically.

- 60% Plans (11x17) in .pdf format
- 60% Engineer's Estimate of Probable Construction Costs in Microsoft Excel format
- 60% Specific Provisions in Microsoft Word format

### ***Task 4: 90% Design – Plans, Specifications, and Estimate***

Kimley-Horn will review City comments on the 60% Design documents and participate in up to one (1) conference call to the comments. A comment resolution matrix will be prepared summarizing comments received on the 60% PS&E documents, along with the resolution for each comment. This matrix will be submitted with the returned 90% PS&E documents original red-lined mark-ups of the 60% PS&E documents.

Based on the comments and discussion, Kimley-Horn will advance the design to 90% Level.

### Task 4 Deliverables

All deliverables will be submitted to the City electronically.

- 90% Plans (11x17) in .pdf format
- 90% Engineer's Estimate of Probable Construction Costs in Microsoft Excel format
- 90% Specific Provisions in Microsoft Word format
- 60% Comment Response Matrix

### ***Task 5: 100% (Final) Design – Plans, Specifications, and Estimate***

Kimley-Horn will review City comments on the 90% Design documents and discuss them with the City during a conference call. Based on the comments and discussion, Kimley-Horn will prepare the 100% FINAL PS&E package.

Kimley-Horn will submit a 100% checkprint of the PS&E Package to the City for a 5 working day review prior to preparing final plans. Checkprint comments are expected to be minor and editorial in nature.

Final bid plans and technical specifications will signed and sealed by a State of California registered civil engineer.

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 5*

## Task 5 Deliverables

- 100% Checkpoint PS&E electronic format
- Final Bid Plans on bond (24x36) and in .pdf format
- Final Bid Plans in .pdf format (24x36) and AutoCad files
- Final Technical Specifications (1-hard copy, and Microsoft Word format)
- Final Engineer's Estimate of Probable Construction Costs (1-hard copy, and Microsoft Excel format)

## ***Task 6: Bid Phase Assistance***

As part of Bid Phase Assistance services, Kimley-Horn will provide the following services to the City (up to 14 hours):

- Attendance of pre-bid meeting
- Responding to City and Contractor RFIs as necessary to clarify interpretation of construction documents, including the development of bid addenda documentation
- Review bid results and provide analysis of responsible bid (Optional Task)

## Task 6 Deliverables

- Bid Addenda
- Contract Document Revisions
- Bid Result Summary (Optional Task)

## ***Task 7: Construction Phase Assistance***

As part of Construction Phase Assistance services, Kimley-Horn will provide the following services to the City (up to 42 hours):

- Participate in pre-construction and field meetings as requested by the City of Fairfield;
- Review Contractor submittals;
- Review of change order requests and request for substitutions;
- Responding to City and Contractor RFIs as necessary to clarify interpretation of construction documents;
- Development of record drawings based on red line plans provided by the City.

## Task 7 Deliverables

- Comments on Contractor Submittals
- Responses to Contractor RFIs
- Change Order Documentation
- Record Drawings (24"x36" Mylar hard copy, and 1-CD with drawings in .pdf and Autocad .dwg)

# Kimley»Horn

*City of Fairfield, October 25, 2016*

*Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 6*

### ***Additional Services – Not Included in Scope of Work***

Kimley-Horn, if authorized by the City of Fairfield, perform additional services that may be required. Additional services may include, but will not be limited to, the following:

- Attendance of additional in-person meetings or conference calls
- Additional design submittals
- Additional survey
- Design support during construction

Services other than those set forth in the Scope of Services shall constitute additional services.

Additional services shall be performed only with your authorization, and be billed on a time and materials basis as per the current Kimley-Horn rate schedule.

# Kimley»Horn

*City of Fairfield, October 25, 2016  
Pennsylvania Ave at Utah St Bus Stop and Intersection Improvements, Page 7*

## SCHEDULE

We will provide our services as noted in the above Scope of Services as expeditiously as practicable. We anticipate the following schedule of submittal:

- Field Work and Topographic Survey – 4 weeks after Notice to Proceed
- 60% Design – 2 weeks after receipt of topographic survey base map
- City Review – 2 weeks
- 90% Design – 3 weeks after receipt of City comments
- City Review – 2 weeks
- 100% Design (Checkpoint) – 1 week after receipt of City comments
- City Review – 1 week
- Final PS&E Package – 3 working days after receipt of City comments

## FEE AND BILLING

Kimley-Horn will perform the Scope of Services on a **time and materials basis with a base contract ceiling of \$45,985, and optional tasks of \$2,890.**

An estimate of hours and cost for each task is attached to this proposal. The fee includes labor cost, indirect and direct expenses, and sub-consultants incurred in performing these services. Sub-consultant costs will be subject to a 10% markup. The information is provided as an estimate only, and Kimley-Horn reserves the right to adjust budgets between tasks while maintaining the total fee.

All labor fee will be billed according to our then current rates. An amount will be added to each invoice to cover certain indirect expenses such as in-house duplicating, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

## Exhibit "B"

Attachment A

**City of Fairfield**  
**Pennsylvania Ave at Utah St - Bus Stop and Intersection Improvements**  
**(Revised) Fee Estimate - 10/25/16**

Task	Staff					Total Hours	Total Costs
	QC	PM/Engineer	Analyst II	Analyst I	Admin		
<b>Task 1 - Project Initiation and Administration</b>		10			6	<b>16</b>	<b>\$2,410</b>
<b>Task 2 - Data Collection and Site Visit</b>						<b>17</b>	<b>\$2,465</b>
Utility Requests			2	4		6	\$810
Site Visit/Topographic Survey Coordination		5		6		11	\$1,655
<b>Task 3 - 60% Design</b>						<b>61</b>	<b>\$8,970</b>
Plans	1	6	14	24	2	47	\$6,650
Technical Specifications	1	4				5	\$930
Estimate	1	2	2	4		9	\$1,390
<b>Task 4 - 90% Design</b>						<b>59</b>	<b>\$8,770</b>
Comment Matrix and Conference Call		2		2		4	\$610
Plans	1	4	10	20	2	37	\$5,200
Technical Specifications	1	6				7	\$1,280
Estimate	1	2	4	4		11	\$1,680
<b>Task 5 - 100% (Final) Design</b>						<b>37</b>	<b>\$5,520</b>
Comment Matrix and Conference Call		2		2		4	\$610
100% Checkpoint (PS&E)	2	2	8	8		20	\$3,010
Finalize PS&E Package	1	2	4	4	2	13	\$1,900
<b>Task 6 - Bid Phase Assistance</b>						<b>14</b>	<b>\$2,180</b>
Pre-Bid Meeting		3				3	\$525
RFIs and Addenda		5		6		11	\$1,655
<b>Task 7 - Construction Phase Assistance</b>						<b>42</b>	<b>\$8,340</b>
Meetings		4		4		8	\$1,220
Submittals, RFIs, and Change Orders	1	8	6	8	1	24	\$3,650
Record Drawings	1	2		6	1	10	\$1,470
<b>Optional Tasks</b>						<b>10</b>	<b>\$1,570</b>
Plat and Legal		4				4	\$700
Bid Results Analysis and Summary		2		4		6	\$870
<b>Total Hours</b>	<b>9</b>	<b>47</b>	<b>44</b>	<b>78</b>	<b>12</b>	<b>190</b>	
<b>Billing Rate</b>	\$230	\$175	\$145	\$130	\$110		
<b>Labor Subtotal (Tasks 1-7)</b>							\$36,655
<b>Topographic Survey</b>							\$7,150
<b>KHA Expenses (Direct and Indirect)</b>							\$2,180
<b>BASE TOTAL</b>							<b>\$48,985</b>

<b>Optional Tasks</b>	<b>\$1,570</b>
Optional Task: Topographic Survey (Plat and Legal)	\$1,320
<b>BASE + OPTIONAL TASKS</b>	<b>\$48,875</b>

**Exhibit "C"**

**Project Scope for:**

**Emergency Vehicle Preemption Traffic Signal Improvements**

Exhibit "C"

# Kimley»Horn

October 7, 2016

Mr. Ryan Panganiban, PE  
Senior Civil Engineer  
City of Fairfield  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield, CA 94533

Re: ***Proposal for Emergency Vehicle Preemption (EVP) Traffic Signal Modification Design at Caltrans intersections along State Route 12 (SR-12) and West Texas Street in Fairfield, California***

Dear Mr. Panganiban:

Kimley-Horn and Associates, Inc. is pleased to submit this letter proposal to the City of Fairfield for the design of traffic signal modifications for emergency vehicle preemption (EVP) at five Caltrans signalized intersections along SR-12 and West Texas Street in the City of Fairfield. This letter proposal was prepared in accordance with our September 15, 2016 conference call and subsequent email correspondence. This letter proposal includes our Project Understanding, Scope of Services, Schedule, and Fee.

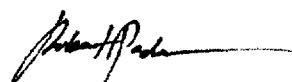
We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very best regards,

KIMLEY-HORN AND ASSOCIATES, INC.



Elbert Chang, PE  
PE No. C61548  
Associate



Robert Paderna, PE  
PE No. C73262  
Project Manager



## PROJECT UNDERSTANDING

The City of Fairfield proposes to install emergency vehicle preemption (EVP) equipment at the following five (5) signalized intersections in Caltrans ROW:

1. State Route 12 / Beck Avenue
2. State Route 12 / Pennsylvania Avenue
3. West Texas Street / I-80 WB Ramps
4. West Texas Street / I-80 EB Off-Ramp
5. West Texas Street / Beck Avenue

The above signals are owned and operated by Caltrans. The project consists of preparation of plans, specifications, and estimate (PS&E) for installation of the emergency vehicle preemption devices at the above listed existing traffic signals. Project plans will be prepared using a scan of Caltrans-furnished as-built drawings as the base. It is anticipated that the emergency vehicle equipment shall be installed on or in existing traffic signal infrastructure (e.g., standards, mastarms, vehicle heads, controller cabinets), and new cables will be installed in existing traffic signal conduit using flexible conduit dividers. As it is anticipated that existing traffic signal conduits will be used for this project, utility coordination is not included in this scope of services.

The following scope of services has been prepared for the project.

## SCOPE OF SERVICES

### ***Task 1: Project Management and Meetings***

This task includes project management related tasks and meetings to include, but not be limited to, preparation of invoices, budget oversight, adherence to project scheduling, and general project coordination.

KHA will attend a project kick-off meeting with the City of Fairfield to review the project scope (confirm project intersections), discuss the project schedule and collect City-furnished items (e.g. City standard signal specifications, confirmation of City standard EVP equipment).

After the kick-off meeting, one (1) additional meeting has been included in the scope of services. This meeting shall be with the City and Caltrans to review comments received on the 65% PS&E submittal package prior to advancing the design.

### ***Task 2: Field Reconnaissance***

After obtaining the as-builts drawings in Task 4 below (Caltrans Coordination), Kimley-Horn will perform a field reconnaissance as a part of this task. One objective of the field review task will be to verify as-built information provided by Caltrans against what is observed in the field. We will also document (through photographs and field notes) existing conditions information pertinent to the installation of emergency vehicle equipment such as traffic signal infrastructure and controller cabinets. The field review will also include checking the path and conduit fill of existing conduits proposed to be used by the project. The field investigation will not include checking below ground utilities or confirming the



adequacy of existing ADA ramps.

***Task 3A: 65% Design – Plans, Specifications, and Estimate***

Using the information gathered above, Kimley-Horn will prepare 65% Plans, Specifications, and Estimate of proposed traffic signal modification improvements. The traffic signal plans will be prepared using a scan of Caltrans-furnished as-built plans as the base, and include proposed equipment and associated project notes overlayed on top of the scanned plans. Kimley-Horn will examine the as-built plans and make a recommendation on whether they are in appropriate condition to be scanned and used as a project base. KHA will arrange to have the appropriate quality as-built plans scanned into a digital format (.jpg or .tiff) for use as the project base.

We will develop three (3) new plan sheets including the Title Sheet, Notes and Legend Sheet, and Details Sheet. The plan format and border will conform to current City of Fairfield standards. The plan set assumes the following sheets:

- Title Sheet with vicinity map (1 sheet - New)
- Notes and Legend Sheet (1 sheet - New)
- Traffic Signal Modification Plans (up to 5 sheets - Existing)
- Details Sheet (1 sheet - New)

Kimley-Horn will prepare a 65% design level engineer's estimate of probable costs along with proposed bid items. The estimate will be based on other similar project construction costs and bid results.

It is assumed that the City will provide an editable version of the City's latest Specific Provisions document for the development of this project's technical specifications. Kimley-Horn will revise the Specific Provisions to include project requirements.

**Task 3A Deliverables**

All deliverables will be submitted to the City electronically.

- 65% Plans (in .pdf format)
- 65% Engineer's Estimate of Probable Construction Costs (in MS Excel format)
- 65% Specific Provisions (in MS Word format)

***Task 3B: 100% (Final) Design – Plans, Specifications, and Estimate***

Kimley-Horn will review comments received from Caltrans and the City on the 65% PS&E submittal documents and participate in one (1) meeting (included in Task 1) to discuss the comments. A comment resolution matrix will be prepared summarizing comments received on the 65% PS&E documents, along with the designer's resolution for each comment. This matrix will be submitted with the returned 100% PS&E documents original red-lined mark-ups of the 65% PS&E documents.

# Kimley»Horn

*Emergency Vehicle Preemption Traffic Signal Modification Design  
October 7, 2016  
Page 4*

Based on the comments and discussion, Kimley-Horn will advance the design to 100% level. A 100% Checkprint PS&E package will be submitted for final review. Upon review and acceptance, we will prepare and submit the Final PS&E bid package.

#### Task 3B Deliverables

- 100% Checkprint PS&E electronic format
- Final Bid Plans on bond (24x36) and in .pdf format
- Final Bid Plans in .pdf format (24x36) and AutoCad files
- Final Technical Specifications (1-hard copy, and Microsoft Word format)
- Final Engineer's Estimate of Probable Construction Costs (1-hard copy, and Microsoft Excel format)

#### ***Task 4: Caltrans Coordination***

Kimley-Horn shall coordinate with Caltrans to obtain as-built drawings for each of the project intersections listed above. We will be entitled to rely on the completeness and accuracy of all information provided by Caltrans.

Kimley-Horn shall coordinate with Caltrans to apply for an encroachment permit on behalf of the City. We will complete an encroachment permit application and submit electronically to the appropriate Caltrans staff for review and approval. Payment of associated encroachment permit fees, if required, shall be paid for by the City.

The City of Fairfield does not have a current maintenance agreement with Caltrans. This task includes one meeting with Caltrans and the City to determine whether a maintenance agreement is desired and required technical requirements for such an agreement. Kimley-Horn will review and provide technical comments for up to one version of a City-Caltrans maintenance agreement for the project intersections. It is assumed that any negotiations and coordination regarding maintenance agreement preparation shall be done by the City.

#### Task 4 Deliverables:

- Caltrans Encroachment Permit Application (electronic submittal)
- Maintenance agreement technical requirements
- Technical Comments on maintenance agreement

#### ***Task 5: Bid Phase Assistance***

As part of this task, Kimley-Horn shall provide up to four (4) hours of bid phase support as directed by the City. These tasks may include the following:

- Responding to Bidder questions
- Evaluating Proposal and pricing



***Task 6: Design Support During Construction***

As part of this task, Kimley-Horn shall provide up to eight (8) hours of design support during construction as directed by the City. These tasks may include the following:

- Review and approval of construction submittals
- Responding to contractor's request for information (RFI)
- Preparation of as-builts

***Additional Services – Not Included in Scope of Work***

Services other than those set forth in the Scope of Services shall constitute additional services. Kimley-Horn, if authorized by the City of Fairfield, can perform additional services that may be required. Additional services may include, but will not be limited to, the following:

- Attendance of additional in-person meetings or conference calls
- Additional design submittals
- Addition of intersections after the kick-off meeting Development of new traffic signal plan sheets

Additional services shall be performed only with your authorization, and be billed on a time and materials basis as per the current Kimley-Horn rate schedule.

## **SCHEDULE**

We will provide our services as noted in the above Scope of Services as expeditiously as practicable. We anticipate the following schedule of submittal:

- Project Kick-off Meeting – 1 week after Notice to Proceed
- Request Caltrans as-builts – 1 week after kick-off meeting
- Field Reconnaissance – 1 week after Notice to Proceed and receipt of as-built drawings
- 65% Design – 4 weeks after Notice to Proceed and receipt of as-built drawings
- City Review – 2 weeks
- 100% Design (Checkprint) – 2 weeks after receipt of City and Caltrans permit
- City checkprint review – 1 week
- Final PS&E Package – 3 days after receipt of City checkprint comments



## FEE AND BILLING

Kimley-Horn will perform the Scope of Services on a **time and materials basis with a contract ceiling of \$18,280** (including \$2,530 for Caltrans Coordination; and \$2,160 of Bid Phase Assistance and Design Support During Construction). An estimate of hours and cost for each task is attached to this proposal. The information is provided as an estimate only, and Kimley-Horn reserves the right to adjust budgets between tasks while maintaining the total fee. The fee includes labor cost and expenses (indirect and direct) incurred in performing these services. All labor fee will be billed according to our current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Table 1 below provides a breakdown of the fee depending on the number of intersections included in the project:

Number of project intersections	Contract Ceiling
2 intersections	\$11,512
3 intersections	\$13,768
4 intersections	\$16,024
5 intersections	\$18,280

The locations of the intersections to be included in this project will be confirmed at the kick-off meeting – the inclusion of additional intersections afterwards will constitute additional services.

**City of Fairfield**  
**Emergency Vehicle Preemption Traffic Signal Modification Design**  
**Fee Estimate - 10/7/16**

**Exhibit "D"**

**Hourly Rate Schedule for:**

**Kimley-Horn and Associates, Inc.**

# Kimley»Horn

## **Kimley-Horn and Associates, Inc.**

### **HOURLY RATE SCHEDULE**

Effective July 1, 2016 through June 30, 2017

TECHNICAL SUPPORT .....	\$ 105.00 - \$125.00
SENIOR TECHNICAL SUPPORT .....	\$120.00 - \$180.00
SUPPORT STAFF .....	\$ 85.00 - \$105.00
PROFESSIONAL .....	\$ 115.00 - \$165.00
SENIOR PROFESSIONAL .....	\$180.00 - \$325.00
PRINCIPAL .....	\$295.00 - \$325.00

Rates are adjusted on July 1 of each year to reflect market conditions

### **EXPENSES**

DIRECT EXPENSE MARK-UP.....	10.00%
SUBCONSULTANT MARK-UP.....	10.00%
OFFICE EXPENSES.....	5%